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# 1983-1985 AGREEMENT

BETWEEN THE

IRVINGTON EDUCATION ASSOCIATION (SECRETARIES')

AND THE

IRVINGTON BOARD OF EDUCATION (Employer)



X July 1, 1983 - June 30, 1985

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## PREAMBLE

This agreement entered into this 17th day of August, 1983, by and between the Board of Education of the Township of Irvington, New Jersey, hereinafter referred to as the "Board," and the Irvington Education Association (Secretaries), hereinafter referred to as the "Association."

## WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

## ARTICLE III

### BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE IV

### 10 MONTH EMPLOYEES

1. (a) A regular work week shall consist of 35 hours of work, the hours are to be fixed by the immediate supervisor.  
  
(b) The immediate supervisor shall assign a lunch period for each employee under his/her jurisdiction. This lunch period shall not exceed one hour.  
  
(c) The employees shall report for duty as indicated by their immediate supervisor and their work shall be under the control and supervision of said supervisor. They shall strive to complete their work within the above prescribed regular working periods; however, they are expected to complete their assignments.  
No compensation for such overtime special services shall be paid for unless the same is first duly approved by the immediate supervisor.

(c) Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of and in the course of his work, the Board may pay to the employee, the full salary for the period of absence, reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

(d) Two (2) day's absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate supervisor approves of this absence, in advance. These days of absence must be taken during the current school year and cannot be accumulated.

Any employee entitled to, and does not use personal business days during any one school year, will have the unused personal day/s transferred to that employee's accumulated sick time.

It is necessary that employees, in case of leave of absence claimed, file a written statement with the Secretary of the Board, through the Principal's office, within 5 school days from the date of absence.

(e) An employee shall be entitled to full pay for one day during the school year, when absence is due to attendance in court or quasi-judicial hearing in response to a subpoena to testify, provided proof is filed with the Secretary of the Board, through the Principal's or Supervisor's office, of such attendance, within 5 days from the date of absence.

(f) No deduction in salary shall be made if the absence is caused by the illness of a parent, brother, sister, husband, wife, child, or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, except in the case of the employee's mother or father and in which case, the Board Secretary may require an affidavit of proof, and provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for 3 separate school days, or for consecutive school days (not more than 3) in any school year. This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board, through the Principal's office, within five school days from the day of absence. Should said absence continue for two or three consecutive school days, the written statement of the employee shall be accompanied by a certificate of a physician certifying to illness of the parent, etc. Failure to file the statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

(g) All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, and excluding salary increments, shall be restored upon return and shall return to the same classification which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent classification.

(C) Subject to the provisions of the law made and provided for, and reserving unto the Board of Education the right to compel the retirement of an employee, at its discretion, at such other times as the applicable law might permit, it is provided that:

"All employees covered by these rules and regulations who shall have attained the age of 70 years, shall be retired from service in accordance with rules and regulations of their respective pension fund. "

(D) A regular work day shall consist of 7 hours of work, the hours to be fixed by the immediate supervisor. A regular work week shall consist of 35 hours of work, the hours to be fixed by the immediate supervisor. The immediate supervisor shall assign a lunch period for each employee under his/her jurisdiction. This lunch period shall not exceed one hour.

The employees shall report for duty as indicated by their immediate supervisor and their work shall be under the control and supervision of said supervisor. They shall strive to complete their work within the above prescribed regular working periods; however, they are expected to complete their assignments. No compensation for overtime special services shall be paid for unless the same is first duly approved by the immediate supervisor.

The immediate supervisor of each school shall keep accurate and current records of attendance and absence of all employees under his/her supervision. He/she shall complete and submit the reports to the Secretary-Business Manager of the Board of Education on approved forms.

## ARTICLE VI

### HOLIDAYS \*

1. (a) Twelve-month employees covered under the terms of this agreement shall receive the listed holidays off, with pay:

New Year's Day	Columbus Day
Good Friday	Lincoln's Birthday
July 4th	Washington's Birthday
Memorial Day	Martin Luther King Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	Yom Kippur

(b) Twelve-month employees covered under the terms of this agreement shall not be required to report to work on Rosh Hashanah when Irvington schools are not in session.

2. Should any holiday fall on a Saturday or Sunday, there shall be no extra pay or time off.

\* TERMINAL PAY ON BASIS OF SICK LEAVE

Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

\$25.00 per day of accumulated sick days up to a maximum of 100 days. This benefit shall only be paid once for each employee.

\* NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee their accumulated, unused sick time, each year prior to October 1st.

ARTICLE VIII

\* LEAVES OF ABSENCE

1. All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board.

All absences caused by such on-the job-injury shall be reported. The employee shall advise the Board of any and all amounts of Workers' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his/her job as a result of a personal injury caused by an accident arising out of, and in the course of his/her work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

2. \* ABSENCE BECAUSE OF ILLNESS IN FAMILY (NO SALARY DEDUCTION)

No deduction in salary shall be made if the absence of the employee is caused by the illness of a parent, brother, sister, husband, wife, child, or other member of the immediate family or household, RESIDING WITH THE EMPLOYEE, except in the case of the employee's mother or father and in which case, the Board Secretary may require an affidavit of proof, and provided that such leave of absence shall not exceed three (3) school days in any school year. This leave can be for 3 separate school days, or for consecutive school days (not more than 3) in any school year. This leave is not to accumulate to beyond any school year.

In the event of such absence, the employee shall file a written statement certifying to the relationship of the person who is ill, with the date of absence and same shall be filed with the Secretary of the Board, through the Principal's office, within five school days from the day of absence. Should said absence continue for two or three consecutive school days, the written statement of the employee shall be accompanied by a certificate of a physician certifying to the illness of the parent, etc.

Failure to file this statement and the physician's certificate, as above specified, shall be cause for deduction of salary for said absence.

ARTICLE X  
VACATION SCHEDULES

Effective July 1, 1974...employees shall receive an annual vacation in accordance with the following schedule:

1. Employees having worked for the Board for a continuous period of not more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.
2. 1 year - less than 5 years ... 10 working days  
5 years - less than 10 years ... 15         "  
10 years - less than 25 years ... 20         "  
25 years - and over                             ... 25         "

All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of the vacation.

ARTICLE XI

INSURANCE PROTECTION - PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a self-insured/reinsured health plan (The Rasmussen Agency, Inc. - Administrators) or equivalent, for all full time employees covered by this agreement and their immediate families (spouse and eligible children). All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible members of their family who wish to be covered by said insurance.

Employees covered under the terms and conditions of this agreement who retire from the employ of the Irvington Board of Education after July 1, 1982, with 25 or more consecutive years of service and who have attained age 60 or over at the time of retirement, and who were not eligible to participate in the Social Security fund, shall be entitled to the aforementioned health benefits and the Board shall assume 100% of the premium cost. (This coverage does not include Prescription or Dental).

Prescription Plan - The Board agrees to provide a co-pay family prescription plan (employee cost \$1.00 per approved prescription) for all full time employees in the employment of the Board of Education.

Dental Plan - The Board agrees to pay 100% of the premium cost of a family dental plan, self-insured/reinsured plan (The Rasmussen Agency, Inc. - Administrators) or equivalent.

- (a) the failure or refusal of the Board to renew a contract of a non-tenure employee
- (b) in matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education, or the State Board of Education.
- (c) in matters where the Board is without authority to act.
- (d) in matters involving the sole and unlimited discretion of the Board.

The term "employee" shall mean any regularly employed individual who is a member of the negotiating unit as set forth in Article I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the association, or by the Board, to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee who may be affected by the determination of the Superintendent or the Secretary-Business Manager in connection with the procedure herein established.

## 2. PROCEDURE

- (a) An aggrieved employee shall institute action under the provisions hereof within 5 calendar days of the occurrence complained of, or within 5 calendar days after he/ she would reasonably be expected to know of its occurrence. Failure to act within the said 5 days shall be deemed to constitute an abandonment of the grievance and the grievance shall be barred.
- (b) An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- (c) In the presentation of a grievance, the employee shall have the right to present his/her own appeal, or to designate an authorized representative of the Irvington Education Association to appear with, and represent him/her at any step of his appeal. A minority organization shall not have the right to present or process a grievance.
- (d) Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- (e) In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal, or who may be answerable to more than one person, he/she shall discuss his/her grievance initially with the Secretary-Business Manager or Assistant Board Secretary and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

(a) the writings set forth in Levels 2 & 3 and a further statement, in writing, setting forth the appellant's dissatisfaction with the Secretary-Business Manager's or the Assistant Board Secretary's action. A copy of said statement shall be furnished to the Secretary-Business Manager, Assistant Board Secretary and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing shall be held by the Board or a committee of three (3) or more Board Members designated by the Board.

The Board, or said committee, shall make a determination within 10 calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/ her representative, if there be one, the Principal, the Secretary-Business Manager of its determination. This time period may be extended by mutual agreement of the parties.

Level 5. - If the aggrieved person is not satisfied with the disposition of his grievance at Level 4, or if no decision has been rendered within 10 school days after he/she has first met with the Board, or the committee, he/she may, within 5 school days after a decision by the Board, or the committee, or 5 school days after he/she first met with the Board, or the committee, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. A copy of said request shall be submitted to the Board within the aforementioned times specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the employee and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

The decision of the Arbitrator shall be final and binding on the parties.

5. Reference is made to R.S. 18:5-50.5, the provisions of which are herein incorporated. All employees are required to comply with the statutory health requirements and to submit to the medical examinations as provided by law, as a condition of continued employment.
6. When such interpretation is appropriate, any word denoting gender used herein shall include all persons, and words used in the singular, shall include the plural.
7. The Principal, Administrator, Secretary or the Superintendent is hereby empowered to summarily order off the school premises, any employee who reports to work in an unfit condition, or if he/she violates any of the foregoing rules, or is guilty of neglect or misbehavior.

In addition, the Board, for just cause, may terminate the employment, discharge, dismiss or suspend said employee or reduce his/her compensation. All subject to the provisions of the Tenure Hearing Act in the case of tenure employees, and any changes in procedure when enacted in law.

8. In the event an employee expects to be absent, she/he shall telephone the Principal of the school, or the telephone switchboard operator, if available, not later than 7:30 A.M. of the day of such absence.
9. The Board and the Association agree that the Association shall have the right to use school buildings at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the approval of the Secretary-Business Manager or his designated representative.
10. During the months of July and August, the work week shall consist of 35 hours of work and the assigned lunch period shall not exceed one-half hour.

Prior to scheduling summer hours for school secretaries, the Secretary-Business Manager and the President of the Association shall meet to determine the reporting time, lunch periods and closing time. Should the agents of the Board and Association fail to agree on a schedule for July and August, the decision of the Secretary-Business Manager shall be final.

11. Transportation Expenses - All mileage, in lieu of actual expenses of transportation allowed any employee covered under the terms of the Agreement, traveling by his/her own automobile on approved school-related business, away from his/her designated post of any duty, shall be paid at the rate of .18 ¢ per mile. Said reimbursement shall be made after signed approval by the Board Secretary-Business Manager or the Assistant Board Secretary/Finance Director.

## ARTICLE XVIII

### TARDY DEDUCTIONS

After accumulating three (3) unexcused cases of tardiness in one year, employees covered under the terms and conditions of this agreement, shall forfeit fifteen minutes (15) deduction for each quarter of an hour tardy or fraction thereof, for subsequent incidents within the year.

2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 15 calendar days after receipt of the aforesaid list by the Board; or

(b) 45 calendar days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position, or was on layoff, in which event, the deductions will begin with the first paycheck paid 15 calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment - If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. New Employees - On or about the 1st day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who were actively employed in a bargaining unit position, as defined in this agreement, during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

6. Save-Harmless - It is specifically understood and agreed that the Irvington Education Association and its parent organization (N.J.E.A.) shall indemnify and hold the forms of liability, including liability for reasonable Counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Irvington Board of Education in conformance with this provision.

## ARTICLE XXI

### CHAIRPERSON'S RELEASED TIME

The Association Chairperson shall be allowed released time from his/her assigned duties for grievance and arbitration purposes only, and providing further, that such released time is approved by his/her immediate supervisor and counter-approved by the Secretary-Business Manager. It is further agreed that if there is an abuse of the said released time, the Board of Education has the sole right to discontinue this practice for the Association Chairperson.

NOTE: It is specifically understood and agreed that the employee/s listed below shall be "RED CIRCLED" to their respective steps on Schedule "B"

EDNA CLARK  
FLORENCE MORAN

The term "RED CIRCLED" is understood to mean that if a vacancy occurs in their classification, or a replacement of any of the above mentioned employees is necessary, the replacement or successor shall be classified and placed in Schedule "A" of this agreement.

\* \* \* \* \*

Copies of job descriptions for classifications included in this agreement will be provided to the officers of the Irvington Education Association. A reasonable amount of additional copies may be obtained by written request from the President of the Irvington Education Association.

SCHEDULE "C" - Asst. Admin. Secretary  
Asst. Bookkeeper/Asst. Purchasing Agent

Effective: July 1, 1983

Effective: July 1, 1984

	<u>12 Months</u>	<u>12 Months</u>
Step 1 -	12,055.	12,475.
2 -	12,525.	12,960.
3 -	12,995.	13,450.
4 -	13,470.	13,940.
5 -	13,945.	14,430.
6 -	14,415.	14,920.
7 -	14,890.	15,415.
8 -	15,380.	15,930.
9 -	16,345.	17,225.
Max. -	17,310.	18,520.

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION  
AND  
THE IRVINGTON EDUCATION ASSOCIATION  
(SECRETARIES)

This agreement shall become effective on the 1st day of July, 1983, and remain in full force and effect for a period of two years and shall expire on the 30th day of June, 1985.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hands and seals thereto, executing this agreement by their duly authorized agents this 17th day of August 1983.

THE IRVINGTON BOARD OF  
EDUCATION:

THE IRVINGTON EDUCATION  
ASSOCIATION (SECRETARIES)

BY:

MARIE AIELLO (L.S.)

Marie Aiello

HERBERT L. RAMO (L.S.)

Herbert L. Ramo, Chairman  
Negotiating Committee

JANET MEIER (L.S.)

Janet Meier

IRENE HALACKI (L.S.)

Irene Halacki

ATTEST:

MARION KOZUB (L.S.)

Marion Kozub

MICHAEL A. BLASI (L.S.)

Michael A. Blasi  
Secretary-Business Manager  
Board Negotiator

JOYCE DE LUCIA (L.S.)

Joyce DeLucia